

# 5801

**ATTACHMENT 10(b)**

**Communication Services Agreement**

**by and between**

**Fleishman-Hillard Inc.**

**and**

**The Embassy of Singapore**

## COMMUNICATIONS SERVICES AGREEMENT

This Communications Services Agreement ("Agreement"), effective as of March 1, 2013 ("Effective Date"), is made and entered into by and between Fleishman-Hillard Inc., a Delaware corporation ("FH" or "we") and The Embassy of Singapore in Washington, D.C. ("Client" or "you"). For good and valuable consideration, FH and Client agree as follow:

### 1. Scope of Services:

FH will provide Client with public relations and communications services ("Services") as described in Exhibit A, attached to and made a part of this Agreement. Our work for you under this Agreement will be limited to the assignments in Exhibit A. We offer a comprehensive level of international communications services, and we would be pleased to offer you assistance in other matters as you may request. Any change in the terms and conditions of this Agreement, or the engagement for additional services, shall be mutually agreed upon in writing signed by both parties prior to effecting those changes or added services.

### 2. Performance Review:

FH is committed to serving you and helping you to achieve your desired results. We encourage you to review regularly with us any and all comments and suggestions you may have about our performance, and we will meet with you as frequently as you reasonably request.

### 3. Commitment to Confidentiality and Client Relationship Integrity:

FH is a service company that offers our clients communications consulting across a wide array of practices and industries. Like other global agencies, FH often works for more than one company in any one industry sector. We understand that clients need assurances that their confidential information will be protected and that our work for multiple companies within an industry sector will not hinder our ability to provide effective representation. We are committed to providing to you the best possible service, and access to the full range of resources of our agency necessary and appropriate to support your account. Accordingly, the following principles govern our relationship with you:

- a. FH agrees that protecting the confidential information of our past and present clients is an ethical and contractual obligation. We will treat your confidential information with the same care as we treat our own and in no event less than commercially reasonable precautions.
- b. FH has developed a culture of integrity and a technology infrastructure that helps us adhere to our confidentiality obligations. Our employees are informed of the integral role they play in protecting client confidential information. Our employees sign agreements stating that personal use or unauthorized disclosure of client confidential information is grounds for termination of employment and legal action.
- c. During this Agreement, a party ("Discloser") may directly or through representatives disclose to the other party ("Recipient") non-public information of Discloser such as financial, strategic, business or proprietary information including information about services, products, rates, pricing, discounts, technologies, policies, processes, employees, customers, or vendors, or other information that is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential to Discloser (collectively, "Confidential Information"). Each Recipient will keep confidential each Discloser's Confidential Information, and will use such information only as necessary to perform this Agreement. Recipient will limit the use of, and access to, Discloser's Confidential Information to Recipient's employees and contractors who have a need to know the information to perform or to

support this Agreement. Recipient will have no obligation of confidentiality with respect to Confidential Information that: (i) was known to Recipient without any obligation of confidentiality prior to receipt from Discloser; (ii) is or becomes publicly available without Recipient's breach of this Agreement; or (iii) is developed by or for the Recipient without use of Discloser's Confidential Information. If a Recipient is required to disclose Discloser's Confidential Information pursuant to law or valid legal process (e.g. court order, subpoena, warrant, etc.), Recipient may do so, but will, where legally permitted, provide Discloser with prior notice, so that Discloser may seek a protective order or other defense to disclosure.

**4. Care of Property and Inspection:**

FH will take reasonable precautions to safeguard your property that is in FH custody, but we shall not be liable for damage to your property unless the damage results from our gross negligence in connection with its care. FH shall have no liability for damage to property that is in the custody or control of any third party. All materials we produce at your expense shall be our property until we receive your payment in full for the cost of all materials and other out-of-pocket expenses and all fees relating to such materials.

During the term of this Agreement, Client may inspect, at the FH office where such items are located, the billing records relating to time-entry, out-of-pocket expenses, and reimbursed costs directly related to Services under this Agreement. Client may inspect such materials during our normal business hours upon five days' prior written notice. Client agrees that such inspections will not be conducted by any individual or company who is working for Client on a contingent fee (percentage of recovery) basis.

**5. Approvals, Accuracy of Information and Indemnification:**

Client shall have the sole responsibility for authorizing and approving the dissemination of all information and materials released by FH on behalf of Client. Client represents that it owns or has all requisite rights in and to any and all materials and property Client provides to FH for use under this Agreement, and Client has full authority to permit, and does permit, FH to use such materials to provide Services. Client is responsible for the accuracy, completeness and legal compliance of the information provided by or through Client for use by FH hereunder.

We agree to indemnify and defend you against any and all losses, liabilities, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys' fees (collectively, "Damages"), sustained by you as a result of our breach of this Agreement or our representations herein or our negligence or intentional misconduct in connection with our performance of this Agreement, and you agree to indemnify us against any and all Damages sustained by us as a result of your breach of this Agreement or your representations herein or your negligence or intentional misconduct in connection with your performance under this Agreement. The foregoing indemnification provisions in favor of you and us are intended to extend to and cover your and our respective officers, directors, agents and employees.

If Client requests that FH create any logos, slogans, trademarks, designs, service marks or other trademarkable items ("Trademarks") under this engagement, both Client and FH will cooperate in risk assessment to determine whether such Trademarks are available for your use and do not infringe rights of other parties. Client will (i) elect to have FH conduct searches for proposed Trademarks, and FH shall obtain a search from a trademark search firm and an opinion of a reputable law firm analyzing the availability of the Trademarks and potential conflicts with existing trademarks ("Trademark Search Opinion"); or (ii) elect to conduct such searches and analyses, select its own legal counsel, and obtain its own Trademark Search Opinion. In either case, Client shall pay all fees, charges, and costs (including but not limited to trademark search services and legal counsel engaged by FH or by Client on such matters); and FH shall not be liable to or indemnify Client for the results or outcomes of the Trademarks searches,

Trademark Search Opinions, or for Client's reliance thereon. Should Client desire to register any Trademarks, then Client will engage its own legal counsel to do so and Client shall be responsible for all costs and undertakings in connection with such registration with federal, state or foreign agencies.

**6. Outside Experts and Other Third Parties:**

FH may access and use expertise from other FH offices, affiliates, or subsidiaries in the FH network; and such fees and costs will be billed by FH to Client at the professional rates in effect in those offices at the time services are rendered. In addition, it may be appropriate in the course of our performance under this Agreement for FH to work with outside experts and other third parties hired by Client or engaged by FH at Client's direction, request, or authorization. Client agrees to pay the fees and expenses incurred by such outside experts and third parties, and FH shall not be liable to you in any way for the acts or omissions of such outside experts or third parties engaged by Client or engaged at Client's request. FH will inform the Client of any additional costs incurred by such outside experts prior to engaging them in any activities that may incur costs

**7. Fees, Disbursements and Other Charges:**

FH understands the need to manage and control costs, while providing responsive, effective, and quality service to Client. Exhibit A sets forth the description of services, as well as the fees, costs, and expenses associated with such services. Client agrees to make payment to FH in accordance with this Agreement and the terms set forth in Exhibit A. The initial fee budget for Services under this Agreement will be a retainer of Seventeen Thousand Five Hundred Dollars (\$17,500) per month.

In addition to professional fees, FH will bill and Client agrees to pay costs and expenses incurred by FH in providing Services, including but not limited to telephone, facsimile transmission, mail, messenger charges, information retrieval, travel expenses, and third party expenses described below. FH will notify client of any such charges expected over \$100. We strongly prefer that you contract directly with any third-party vendors as needed or desired in connection with or in support of services under this Agreement. In such case, Client will be billed directly by and will submit payment directly to such third parties. Should you choose to have us contract directly with any third parties, FH will bill and you agree to pay such third party invoices together with our standard agency commission of 17.65 percent. In the event that you require us to purchase advertising on your behalf, FH will bill and you agree to pay the ad cost plus the industry standard 15 percent advertising commission on said ad buys. Contracts that we enter on your behalf with third party vendors state that if you do not pay us for all amounts owed to such vendors, then the vendors' sole recourse for payment is from you.

**8. Billing and Payment:**

We want you to be satisfied with the quality of our services and the reasonableness of our bills. We ask that you discuss with us questions or comments you may have about fees, charges or the format of bills. Our invoices are due and payable upon your receipt of them, but in no event more than 30 days after receipt of the same. We will bill on a monthly basis for fees, disbursements, and related charges incurred in the preceding month. Where possible and with your consent, we prefer to pre-bill you at the beginning of each month. You agree that if within twenty-one (21) days of receipt, you do not advise us of any dispute related to said invoice, the invoice will be deemed accepted by Client. While we make every effort to include all charges in the invoices for the period in which they were incurred, if costs are not available at the time of billing they will be included in a later invoice.

**9. Non-Payment and Collection:**

Failure to pay our invoices within 45 days after the date of invoice may, at our discretion, result in suspension of any or all service to Client until payment is received, and may result in termination of the Agreement. We shall incur no liability of any kind to you for such suspension or termination. We reserve the right to charge interest up to 18 percent per annum on all amounts more than 45 days outstanding. Interest charges for late payments do not apply to any unpaid costs under dispute.

**10. Force Majeure:**

Neither party will be responsible for failure to perform due to causes beyond its reasonable control such as acts of God, fire, epidemics, theft, war, riot, embargoes, acts of civil or military authorities, or intervention by the federal, provincial, or local government. If performance under this Agreement is delayed or prevented by such contingencies, either party may request forbearance of performance and such party shall immediately notify the other party in writing. The party requesting forbearance shall be responsible for all out-of-pocket expenses resulting from such delay.

**11. Limitation of Liability:**

Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party be liable to the other party for any punitive, incidental, consequential, or other special damages in connection with any claim arising out of or related to this Agreement.

**12. Term and Termination:**

This Agreement will have an initial term of two years commencing on the Effective Date, with an option for you to extend the agreement for one year. Either FH or Client may terminate this Agreement at any time, for any reason, by giving the other party at least 30 days' prior written notice specifying the effective date of termination. Client will remain liable for all fees, disbursements, and other charges incurred through the effective date of termination, as well as all amounts that FH must pay to third parties pursuant to non-cancelable agreements entered into in performance of this Agreement. Provisions in this Agreement related to payment, confidentiality, indemnification, third party contracts, waiver, interpretation, and survival of provisions (including but not limited to Sections 3, 5, 6, 7, 8, 9, 11, 12, 13, and 14) shall survive expiration or termination for any reason of this Agreement.

**13. Hiring of FH Staff Members:**

FH's most valuable assets are our employees. We undertake a thorough recruitment process to find great practitioners who are highly focused on client service. We follow their hiring by investing heavily in their professional development and on-the-job training. In the event that a client hires a staff member, it is important to recognize the lost value of these employees to the FH enterprise. Therefore, in the event that Client should hire any FH staff member who has provided services pursuant to this Agreement, to be an employee of, or non-FH consultant of, Client or its affiliates, during the term of this Agreement and for six months thereafter, Client will pay FH two times the then current FH yearly base salary of any such staff member. FH and Client agree that this figure represents fair compensation to FH for the loss of an employee's experience and revenues and the costs of recruiting and training a replacement employee.

**14. Miscellaneous:**

This Agreement (1) may not be assigned by either party without prior written consent of the other party, except however, FH may in its discretion delegate certain services to individual freelancers or independent contractors so long as such individuals have appropriate skills and experience to perform the services, and so long as FH remains responsible to Client for completion of such services; (2) shall bind and benefit each of us and our respective permitted successors or assigns; (3) supersedes any previous agreements, understandings, or discussions with respect to its subject matter, and (4) shall be governed and construed under the laws of the State of Missouri and shall be litigated in the state or federal courts thereof. Failure by either party to exercise its rights under this Agreement, or to fail to require strict performance of any part of the Agreement, shall not constitute a waiver of those rights or provisions, which shall remain in full force and effect. Notice under this Agreement shall be given in writing either by personal delivery, facsimile (with confirmation of receipt), certified mail, or independent, guaranteed overnight delivery, addressed in case of notice to us at: Fleishman-Hillard Inc., 200 N. Broadway, St. Louis, Missouri, 63102, Attention: Frederic L. Rohlfing, Executive Vice President and CFO; and in case of notice to Client to the name and at the address set forth below.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLEISHMAN-HILLARD INC.

By: 

name: Nancy Nickerson

title: Senior Partner, Finance.

Embassy of Singapore

By: 

name: Ashok Kumar Mirpuri

title: Ambassador

Address: 3501 International Place NW

Washington DC 20008

## **EXHIBIT A**

*This Exhibit A is incorporated into, governed by and made part of the attached Communications Services Agreement between Client and FH, effective as of March 1, 2013 and unless otherwise defined herein, all capitalized terms in this Exhibit A have the same meanings as defined in the attached Agreement.*

### **Scope of Work**

- **Message Development.** One initial discussion with the Embassy about messages, followed by the drafting of potential messages and three iterations of revisions. We will be able to provide, as needed, amendments to the messaging each month as needed based on new developments.
- **Regular Media Monitoring and Analysis.** Each weekday (Monday through Friday) we will provide the Embassy with a roundup of all coverage relevant to Singapore that appears in North American mainstream media outlets (mostly major print, wire service, and broadcast media available via standard databases such as LexisNexis or Factiva). The RFP asked specifically for a comprehensive list of media to monitor; we will be sure to follow each of those outlets, as well as others we feel will help round out the coverage on any given day. They will include a short summary of each article, a link to the original online source of the article, and a short evaluation of its tone: neutral if it is a dispassionate reporting of facts, or negative or positive when commentary by the author about Singapore expresses any opinion at all. We will not be able to deliver media monitoring reports on the following major holidays (2013 is listed below\*; we will inform you at a later date about 2014) in the U.S. and India, where our monitoring vendor is based.
- **Management of "As It Happens" Breaking News Alerts.** FH will manage the alerts of breaking news stories from a tool called Radian6. In order to use the Radian6 tool, there will be an additional monthly fee to the Embassy of \$750 per month for a single topic profile and user seat. This is a special discount rate that we can extend to the Embassy because of our existing relationship with Radian6. A topic profile can have an unlimited number of metrics graphs, keywords and queries, volume of posts, and alert recipients.
- **Quarterly Media Analysis.** Also, as you requested, FH will supply the Embassy with a quarterly analysis of the media coverage during that period. We can customize the analysis to fit the Embassy's specific needs, but our reports will likely include (though not necessarily be limited to):
  - A running total of the volume of coverage about Singapore, and the tone of the coverage (percentage of neutral, positive, and negative — each quarter and over time)
  - The share of media types that have covered Singapore (e.g., news wire services, broadcast, newspapers, etc.)
  - The topics of primary discussion in the coverage
  - The most prominent Singaporean voices that appear in the coverage
  - An overall summary of the nature and drivers of the coverage
  - Recommendations about actions the Embassy might take to influence the future coverage
- **Counsel for Proactive and Rapid-Response Media Outreach.** FH will provide up to an average of two proactive media opportunities for the Embassy per month and be on continuous

call to counsel the Embassy about responses to any current or expected coverage of relevance to Singapore.

- **Counsel on Social Media.** Fleishman-Hillard will be available to the Embassy to provide advice and insights on best practices that can enhance your social media program. This core program does not include FH's direct management of the Embassy's social media channels or the development of any content for them, though we are able to provide such services for additional fees should the Embassy request.
- **Preparation of Embassy spokespeople.** FH will conduct an average of one media interview session per month as needed.
- **Drafting of articles for publication, as well as speeches for delivery.** FH will be available to draft an average of one article or speech per month for the Embassy's review and use. FH will use its best efforts to solicit news organizations to place these and other articles from the Embassy.

#### **Budget and Period of Performance**

- The initial contract period of performance will be two years, with an option to extend for one additional year. The retainer of \$17,500 per month is guaranteed not to increase, for the above scope of work, during the first three years.

\*We will not be able to deliver media monitoring reports on the following major holidays in the U.S. and India, where our monitoring vendor is based:

SENo	Holiday name	2013 Date	2014 Day
1	New Year's Day (US)	1-Jan	Tuesday
2	Memorial Day (US)	27-May	Monday
3	Independence Day (US)	4-Jul	Thursday
4	Independence Day (India)	15-Aug	Thursday
5	Labor Day (US)	2-Sep	Monday
6	Vijayadashami (India)	14-Oct	Monday
7	Thanksgiving Day (US)	28-Nov	Thursday
8	Day After Thanksgiving (US)	29-Nov	Friday
9	Christmas Eve (US)	24-Dec	Tuesday
10	Christmas Day (US)	25-Dec	Wednesday